

PUBLIC IMPROVEMENTS AGREEMENTAGREEMENT NO. 99,027

1. We, **CLARKSBURG LAND ASSOCIATES LIMITED PARTNERSHIP**, by **MARCUS W .MONTGOMERY** and **SUMNER CLARKSBURG LIMITED PARTNERSHIP**, a Maryland Limited Partnership, its general partners, with principal offices at 5110 Nahant Street, Bethesda, Maryland 20816 whose resident agent is STEVEN M. KLEBANOFF, hereinafter referred to as the "**DEVELOPER**", request Montgomery County, Maryland, hereinafter referred to as the "**COUNTY**", to approve a subdivision plat of the subdivision known as "**LOTS 5 THRU 19, AND PARCELS 'B', 'C', AND 'D', BLOCK 'A', CLARKSBURG TOWN CENTER**" prepared by M.K. Enterprises, and identified as M-MNCPPC File No. **2-99127**.
2. The **DEVELOPER** hereby agrees to install and complete the following improvements, including herein noted in the special provisions, if any, and agrees to assure final completion of such improvements by obtaining such paving permits, posting of bonds or providing of sureties as may be required by the applicable laws, regulations, and requirements of the public agencies concerned, prior to issuance of any building permit for any building on any lot shown on the above referenced record plat, all as prescribed by Section 50-37, Montgomery County Code, 1997, of the Subdivision Regulations for the Maryland-Washington Regional District within Montgomery County, Maryland.

99.027

- A. Street grading, paving, curb and gutter, sidewalks, and appurtenant storm drainage along:
1. **SUGAR VIEW DRIVE** a fifty (50) foot Right-of-Way tertiary residential street within the limits of this plat.
- B. On **STRINGTOWN ROAD (A-260) (Open Section Hybrid-Divided Arterial)** as shown on the above referenced plat, construct one-half of the ultimate roadway to include; median, curb and gutter, twenty-four feet of roadway paving section, four foot paved shoulder and construct a parallel and adjacent side drainage ditch as required and slope to natural ground at a 2:1 slope. Construct an eight (8) foot wide bituminous concrete bikeway, partially within the road right-of-way and partially within the Public Improvement Easement. Sod or seed as directed all areas from the edge of the shoulder to the property line.
- C. Install Traffic Signal conduit as directed by the Department of Public Works and Transportation along Stringtown Road within the limits of the dedication by this plat.
- D. Enclosed storm drainage and/or open channels (in accordance with Montgomery County Department of Transportation's Storm Drain Design Criteria) within all storm drain easements.
- E. Permanent monuments and property line markers, as required by Section 50-24(e).
- F. Erosion and sediment control measures as required by **SECTION 50-35(J)** and on-site storm water management where applicable shall be provided by the Developer (at no cost to the County) at such locations deemed necessary by the Montgomery County Department of Permitting

99.027

Services and will comply with their specifications.

Erosion and sediment control measures are to be built prior to construction of streets, houses and/or site grading and are to remain in operation (including maintenance) as long as deemed necessary by the Montgomery County Department of Permitting Services.

G. The Developer shall insure final and proper completion and installation of all utility lines underground as required by Section 50-40(c).

H. The Developer shall provide street lights in accordance with the specifications, requirements and standards prescribed by the Montgomery County Department of Transportation.

3. The Developer further understands and agrees that this agreement applies only to the subdivision hereinabove named and described, and that this agreement may be amended from time to time, upon approval by the County, and may be amended or canceled in whole or in part by the County where abandonment, change in zoning, or replanning requires resubdivision platting. In case of resubdivision platting, a new agreement will be required as in the case of an original subdivision.
4. The Developer certifies that he has not been previously adjudicated or bankrupt nor has he forfeited any street construction bond or violated any prior agreements with Montgomery County for road improvement purposes.
5. Upon acceptance of this agreement by the County, said agreement shall be legally binding upon the parties hereto, their successors, heirs and assigns and in the event of

violation of any conditions hereof, the County, the Montgomery County Planning Board, or other public agency concerned may pursue the remedies set forth in **Section 50-37(g)(2)**.

6. Special provisions: (none)

DATE: 02/22/99

CLARKSBURG LAND ASSOCIATES
LIMITED PARTNERSHIP

WITNESS: Anne Pignatelli

BY: [Signature] (SEAL)

MARCUS W. MONTGOMERY
(GENERAL PARTNER)

DATE: 02/22/99

BY: SUMNER CLARKSBURG LIMITED
PARTNERSHIP, GENERAL PARTNER

WITNESS: Marianne Blankenship

[Signature] (SEAL)
STEVEN M. KLEBANOFF
(GENERAL PARTNER)

ACCEPTED: MARCH 17, 1998
(DATE)

BY: [Signature]

For Director, Department of
Permitting Services, Montgomery
County, Maryland

(WINWORD) PLAT2PIA.DOC

NOVEMBER, 1998

15-01

PUBLIC IMPROVEMENTS AGREEMENT

01.052

Agreement No. _____

1. We, TERRABROOK CLARKSBURG, L.L.C., a Delaware limited liability company, with principal offices located at Post Office Box 287, Clarksburg, Maryland 20871, by Westerra Management, L.L.C., a Delaware limited liability company, Tracey Z. Graves, Assistant Vice President, and Tracey Z. Graves, as an individual, hereinafter referred to as the "DEVELOPER", request Montgomery County, Maryland, hereinafter referred to as the "COUNTY" to approve a subdivision plat of the subdivision known as "Lots 48 through 57 & Parcel C, Block C and Lots 32 through 41 & Parcel C, Block D, Clarksburg Town Center" prepared by Charles P. Johnson & Associates, P.A. and identified as M-NCP&PC File No. 2-01215
2. The DEVELOPER hereby agrees to install and complete the following public improvements, including those herein noted in the special provisions and agrees to assure final completion of said improvements by obtaining such permits, posting of bonds or providing of such sureties as may be required by the applicable laws, regulations and requirements of the public agencies concerned, prior to issuance of any building permit for any lot on the above referenced record plat, as prescribed in the Montgomery County Code, (as amended in 1997).
 - A. Street grading, paving, sidewalks, storm drainage and appurtenances, street trees, Class I Bike Path, medians and side ditches along:
 1. **STRINGTOWN ROAD** (Open Section Hybrid-Divided arterial) the entire length as shown on said plat and as per the approved paving and drainage plans.
 2. **BRIGHTWELL DRIVE** (50 feet wide, Primary Residential) the entire length as shown on said plat and as per the approved paving and drainage plans.
 3. **SUGAR VIEW DRIVE** (50 feet wide, Primary Residential) the entire length as shown on said plat and as per the approved paving and drainage plans.

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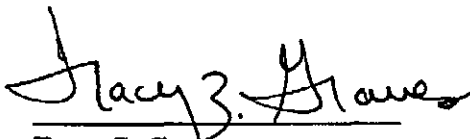
4. **CLARKSMEADE DRIVE** (50 feet wide, Primary Residential) the entire length as shown on said plat and as per the approved paving and drainage plans.
 - B. Enclosed storm drainage and/or engineered channel (in accordance with Montgomery County Department of Public Works & Transportation Storm Drain Design Criteria) within all storm drain easements.
 - E. Permanent monuments and property line markers, as required by Section 50-24(e) of the Subdivision Regulations.
 - D. Erosion and sediment control measures as required by Section 50-35(j) and on-site storm water management where applicable shall be provided by the Developer (at no cost to the COUNTY) at such locations deemed necessary by the Montgomery County Department of Permitting Services and will comply with their specifications. Erosion and sediment control measures are to be built prior to construction of streets, houses and/or site grading and are to remain in operation (including maintenance) as long as deemed necessary by the Montgomery County Department of Permitting Services.
 - E. DEVELOPER shall insure final and proper completion and installation of all utility lines underground.
 - F. DEVELOPER shall provide street lights in accordance with specifications, requirements and standards prescribed by the Montgomery County Department Public Works and Transportation.
3. The DEVELOPER further understands and agrees that this agreement applies only to the subdivision hereinabove named and described, and that this agreement may be amended from time to time upon approval by the COUNTY, and may be amended or canceled in whole or in part by the COUNTY where abandonment, change in zoning, or replanning requires resubdivision platting. In case of resubdivision platting, a new agreement will be required as in the case of an original subdivision.

01-52

4. The DEVELOPER certifies that he has not previously been adjudicated as bankrupt nor has he forfeited any street construction bond or violated any prior agreements with Montgomery County for road improvement purposes.
5. Upon acceptance of this agreement by the COUNTY, said agreement shall be legally binding upon the parties hereto, their successors, heirs and assigns and in the event of violation of any conditions hereof, the COUNTY, the Montgomery County Planning Board, or other public agency concerned may pursue the remedies set forth in Section 50-37(g) (2).
6. Special Provisions:
 1. Applicant is to enter into an agreement with M-NCPPC regarding phasing the construction of A-305 and A-260. A-305 is to be constructed full width by the applicant between Clarksburg Road and A-260.
 2. On Clarksburg Road between MD 355 and A-305, widen the existing pavement to twenty-five (25) feet from centerline and construct curb, gutter and sidewalk.

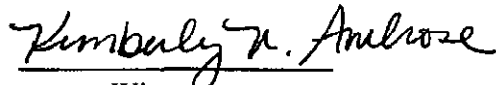
For: Terrabrook Clarksburg, L.L.C., a Delaware limited liability company

By: Westerra Management, L.L.C., a Delaware limited liability company

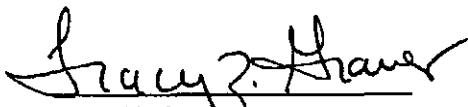
Tracy Z. Graves.
Assistant Vice President

8-15-01

Date

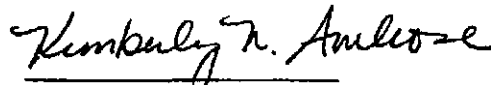


Witness

Tracy Z. Graves
as an individual

8-15-01

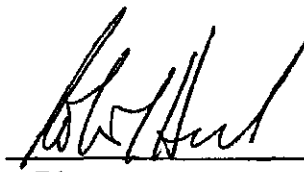
Date



Witness

Accepted: 9/14/01

Date

Director
Department of Permitting Services
Montgomery County, Maryland

PUBLIC IMPROVEMENTS AGREEMENT

01053

Agreement No. _____

1. We, TERRABROOK CLARKSBURG, L.L.C., a Delaware limited liability company, with principal offices located at Post Office Box 287, Clarksburg, Maryland 20871, by Westerra Management, L.L.C., a Delaware limited liability company, Tracey Z. Graves, Assistant Vice President, and Tracey Z. Graves, as an individual, hereinafter referred to as the "DEVELOPER", request Montgomery County, Maryland, hereinafter referred to as the "COUNTY" to approve a subdivision plat of the subdivision known as "Lots 14 through 31 & Lots 42 through 46 and Parcel A, Block D, Clarksburg Town Center" prepared by Charles P. Johnson & Associates, P.A. and identified as M-NCP&PC File No. 2-01216
2. The DEVELOPER hereby agrees to install and complete the following public improvements, including those herein noted in the special provisions and agrees to assure final completion of said improvements by obtaining such permits, posting of bonds or providing of such sureties as may be required by the applicable laws, regulations and requirements of the public agencies concerned, prior to issuance of any building permit for any lot on the above referenced record plat, as prescribed in the Montgomery County Code, (as amended in 1997).
 - A. Street grading, paving, sidewalks, storm drainage and appurtenances, street trees, Class I Bike Path, medians and side ditches along:
 1. **STRINGTOWN ROAD** (Open Section Hybrid-Divided arterial) the entire length as shown on said plat and as per the approved paving and drainage plans.
 2. **PIEDMONT ROAD** (80 feet wide, Mid-County Arterial A-305) the entire length as shown on said plat and as per the approved paving and drainage plans.
 - B. Enclosed storm drainage and/or engineered channel (in accordance with Montgomery County Department of Public Works & Transportation Storm Drain Design Criteria) within all storm drain easements.

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- C. Permanent monuments and property line markers, as required by Section 50-24(e) of the Subdivision Regulations.
 - D. Erosion and sediment control measures as required by Section 50-35(j) and on-site storm water management where applicable shall be provided by the Developer (at no cost to the COUNTY) at such locations deemed necessary by the Montgomery County Department of Permitting Services and will comply with their specifications. Erosion and sediment control measures are to be built prior to construction of streets, houses and/or site grading and are to remain in operation (including maintenance) as long as deemed necessary by the Montgomery County Department of Permitting Services.
 - E. DEVELOPER shall insure final and proper completion and installation of all utility lines underground.
 - F. DEVELOPER shall provide street lights in accordance with specifications, requirements and standards prescribed by the Montgomery County Department Public Works and Transportation.
- 3. The DEVELOPER further understands and agrees that this agreement applies only to the subdivision hereinabove named and described, and that this agreement may be amended from time to time upon approval by the COUNTY, and may be amended or canceled in whole or in part by the COUNTY where abandonment, change in zoning, or replanning requires resubdivision platting. In case of resubdivision platting, a new agreement will be required as in the case of an original subdivision.
 - 4. The DEVELOPER certifies that he has not previously been adjudicated as bankrupt nor has he forfeited any street construction bond or violated any prior agreements with Montgomery County for road improvement purposes.
 - 5. Upon acceptance of this agreement by the COUNTY, said agreement shall be legally binding upon the parties hereto, their successors, heirs and assigns and in the event of violation of

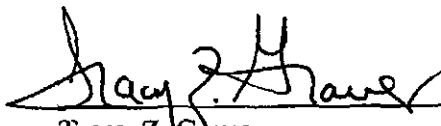
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any conditions hereof, the COUNTY, the Montgomery County Planning Board, or other public agency concerned may pursue the remedies set forth in Section 50-37(g) (2).

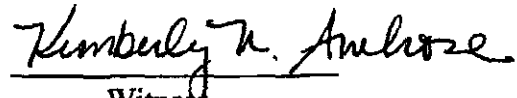
6. Special Provisions:

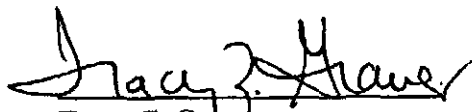
1. Applicant is to enter into an agreement with M-NCPPC regarding phasing the construction of A-305 and A-260. A-305 is to be constructed full width by the applicant between Clarksburg Road and A-260.
2. On Clarksburg Road between MD 355 and A-305, widen the existing pavement to twenty-five (25) feet from centerline and construct curb, gutter and sidewalk.

For: Terrabrook Clarksburg, L.L.C., a Delaware limited liability company
By: Westerra Management, L.L.C., a Delaware limited liability company

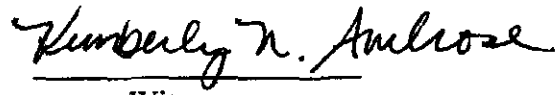

Tracy Z. Graves.
Assistant Vice President

8-15-01
Date



Witness


Tracy Z. Graves
as an individual

8-15-01
Date


Witness

Accepted: 9/14/01
Date


Director
Department of Permitting Services
Montgomery County, Maryland

PUBLIC IMPROVEMENTS AGREEMENT

Agreement No. 0 - 054

1. We, TERRABROOK CLARKSBURG, L.L.C., a Delaware limited liability company, with principal offices located at Post Office Box 287, Clarksburg, Maryland 20871, by Westerra Management, L.L.C., a Delaware limited liability company, Tracey Z. Graves, Assistant Vice President, and Tracey Z. Graves, as an individual, hereinafter referred to as the "DEVELOPER", request Montgomery County, Maryland, hereinafter referred to as the "COUNTY" to approve a subdivision plat of the subdivision known as "Lots 1 through 13 and Parcel B, Block D, Lots 1 through 29 and Parcel A, Block E, Clarksburg Town Center" prepared by Charles P. Johnson & Associates, P.A. and identified as M-NCP&PC File No. 2-01217
2. The DEVELOPER hereby agrees to install and complete the following public improvements, including those herein noted in the special provisions and agrees to assure final completion of said improvements by obtaining such permits, posting of bonds or providing of such sureties as may be required by the applicable laws, regulations and requirements of the public agencies concerned, prior to issuance of any building permit for any lot on the above referenced record plat, as prescribed in the Montgomery County Code, (as amended in 1997).
 - A. Street grading, paving, sidewalks, storm drainage and appurtenances, street trees, Class I Bike Path, medians and side ditches along:
 1. **PIEDMONT ROAD** (80 feet wide, Mid-County Arterial A-305) the entire length as shown on said plat and as per the approved paving and drainage plans.
 2. **CLARKSMEADE DRIVE** (50 feet wide, Primary Residential) the entire length as shown on said plat and as per the approved paving and drainage plans.
 3. **MURPHY GROVE TERRACE** (50 feet wide, Primary Residential) the entire length as shown on said plat and as per the approved paving and drainage

plans.

- B. Enclosed storm drainage and/or engineered channel (in accordance with Montgomery County Department of Public Works & Transportation Storm Drain Design Criteria) within all storm drain easements.
 - D. Permanent monuments and property line markers, as required by Section 50-24(e) of the Subdivision Regulations.
 - D. Erosion and sediment control measures as required by Section 50-35(j) and on-site storm water management where applicable shall be provided by the Developer (at no cost to the COUNTY) at such locations deemed necessary by the Montgomery County Department of Permitting Services and will comply with their specifications. Erosion and sediment control measures are to be built prior to construction of streets, houses and/or site grading and are to remain in operation (including maintenance) as long as deemed necessary by the Montgomery County Department of Permitting Services.
 - E. DEVELOPER shall insure final and proper completion and installation of all utility lines underground.
 - F. DEVELOPER shall provide street lights in accordance with specifications, requirements and standards prescribed by the Montgomery County Department Public Works and Transportation.
3. The DEVELOPER further understands and agrees that this agreement applies only to the subdivision hereinabove named and described, and that this agreement may be amended from time to time upon approval by the COUNTY, and may be amended or canceled in whole or in part by the COUNTY where abandonment, change in zoning, or replanning requires resubdivision platting. In case of resubdivision platting, a new agreement will be required as in the case of an original subdivision.
4. The DEVELOPER certifies that he has not previously been adjudicated as bankrupt nor has he forfeited any street construction bond or violated any prior agreements with Montgomery

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plans.

- B. Enclosed storm drainage and/or engineered channel (in accordance with Montgomery County Department of Public Works & Transportation Storm Drain Design Criteria) within all storm drain easements.
 - D. Permanent monuments and property line markers, as required by Section 50-24(e) of the Subdivision Regulations.
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 - F. DEVELOPER shall provide street lights in accordance with specifications, requirements and standards prescribed by the Montgomery County Department Public Works and Transportation.
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4. The DEVELOPER certifies that he has not previously been adjudicated as bankrupt nor has he forfeited any street construction bond or violated any prior agreements with Montgomery

01-054

County for road improvement purposes.

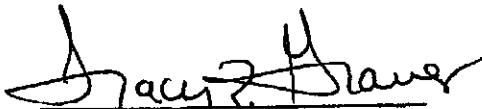
5. Upon acceptance of this agreement by the COUNTY, said agreement shall be legally binding upon the parties hereto, their successors, heirs and assigns and in the event of violation of any conditions hereof, the COUNTY, the Montgomery County Planning Board, or other public agency concerned may pursue the remedies set forth in Section 50-37(g) (2).

6. Special Provisions:

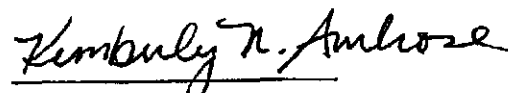
1. Applicant is to enter into an agreement with M-NCPPC regarding phasing the construction of A-305 and A-260. A-305 is to be constructed full width by the applicant between Clarksburg Road and A-260.
2. On Clarksburg Road between MD 355 and A-305, widen the existing pavement to twenty-five (25) feet from centerline and construct curb, gutter and sidewalk.


For: Terrabrook Clarksburg, L.L.C., a Delaware limited liability company

By: Westerra Management, L.L.C., a Delaware limited liability company

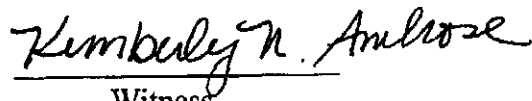

Tracy Z. Graves.
Assistant Vice President

8-15-01
Date

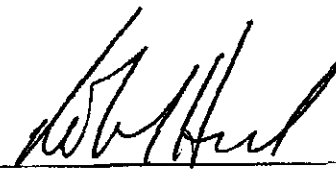

Witness


Tracy Z. Graves
as an individual

8-15-01
Date


Witness

Accepted: 9/14/01
Date



Director
Department of Permitting Services
Montgomery County, Maryland

15-04

PUBLIC IMPROVEMENTS AGREEMENT
01 - 055

Agreement No. _____

1. We, TERRABROOK CLARKSBURG, L.L.C., a Delaware limited liability company, with principal offices located at Post Office Box 287, Clarksburg, Maryland 20871, by Westerra Management, L.L.C., a Delaware limited liability company, Tracey Z. Graves, Assistant Vice President, and Tracey Z. Graves, as an individual, hereinafter referred to as the "DEVELOPER", request Montgomery County, Maryland, hereinafter referred to as the "COUNTY" to approve a subdivision plat of the subdivision known as "Parcel C, Block B, Clarksburg Town Center" prepared by Charles P. Johnson & Associates, P.A. and identified as M-NCP&PC File No. 2-01218
2. The DEVELOPER hereby agrees to install and complete the following public improvements, including those herein noted in the special provisions and agrees to assure final completion of said improvements by obtaining such permits, posting of bonds or providing of such sureties as may be required by the applicable laws, regulations and requirements of the public agencies concerned, prior to issuance of any building permit for any lot on the above referenced record plat, as prescribed in the Montgomery County Code, (as amended in 1997).
 - A. Street grading, paving, sidewalks, storm drainage and appurtenances and street trees, along:
 1. **MONEYWORTH WAY** (50 feet wide, Primary Residential formerly Clarksmeade Drive Plat Number 20997) the entire length as shown on said plat and as per the approved paving and drainage plans.
 2. **MURPHY GROVE TERRACE** (50 feet wide, Primary Residential) the entire length as shown on said plat and as per the approved paving and drainage plans.
 - B. Enclosed storm drainage and/or engineered channel (in accordance with Montgomery County Department of Public Works & Transportation Storm Drain Design Criteria)

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within all storm drain easements.

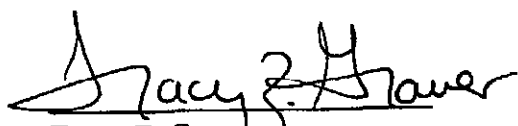
- C. Permanent monuments and property line markers, as required by Section 50-24(e) of the Subdivision Regulations.
 - D. Erosion and sediment control measures as required by Section 50-35(j) and on-site storm water management where applicable shall be provided by the Developer (at no cost to the COUNTY) at such locations deemed necessary by the Montgomery County Department of Permitting Services and will comply with their specifications. Erosion and sediment control measures are to be built prior to construction of streets, houses and/or site grading and are to remain in operation (including maintenance) as long as deemed necessary by the Montgomery County Department of Permitting Services.
 - E. DEVELOPER shall insure final and proper completion and installation of all utility lines underground.
 - F. DEVELOPER shall provide street lights in accordance with specifications, requirements and standards prescribed by the Montgomery County Department Public Works and Transportation.
3. The DEVELOPER further understands and agrees that this agreement applies only to the subdivision hereinabove named and described, and that this agreement may be amended from time to time upon approval by the COUNTY, and may be amended or canceled in whole or in part by the COUNTY where abandonment, change in zoning, or replanning requires resubdivision platting. In case of resubdivision platting, a new agreement will be required as in the case of an original subdivision.
 4. The DEVELOPER certifies that he has not previously been adjudicated as bankrupt nor has he forfeited any street construction bond or violated any prior agreements with Montgomery County for road improvement purposes.
 5. Upon acceptance of this agreement by the COUNTY, said agreement shall be legally binding upon the parties hereto, their successors, heirs and assigns and in the event of violation of

any conditions hereof, the COUNTY, the Montgomery County Planning Board, or other public agency concerned may pursue the remedies set forth in Section 50-37(g) (2).

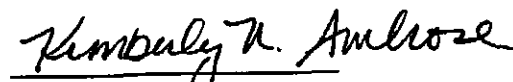
6. Special Provisions:

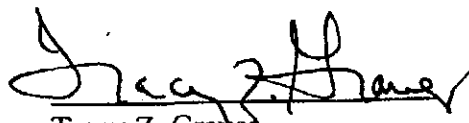
1. Applicant is to enter into an agreement with M-NCPPC regarding phasing the construction of A-305 and A-260. A-305 is to be constructed full width by the applicant between Clarksburg Road and A-260.
2. On Clarksburg Road between MD 355 and A-305, widen the existing pavement to twenty-five (25) feet from centerline and construct curb, gutter and sidewalk.

For: Terrabrook Clarksburg, L.L.C., a Delaware limited liability company
By: Westerra Management, L.L.C., a Delaware limited liability company



Tracy Z. Graves
Assistant Vice President

8-15-01
Date

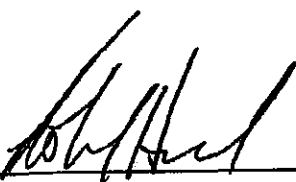

Witness


Tracy Z. Graves
as an individual

8-15-01
Date


Witness

Accepted: 9/14/01
Date


Director
Department of Permitting Services
Montgomery County, Maryland

PUBLIC IMPROVEMENTS AGREEMENT

01 - 056

Agreement No. _____

1. We, TERRABROOK CLARKSBURG, L.L.C., a Delaware limited liability company, with principal offices located at Post Office Box 287, Clarksburg, Maryland 20871, by Westerra Management, L.L.C., a Delaware limited liability company, Tracey Z. Graves, Assistant Vice President, and Tracey Z. Graves, as an individual, hereinafter referred to as the "DEVELOPER", request Montgomery County, Maryland, hereinafter referred to as the "COUNTY" to approve a subdivision plat of the subdivision known as "Lots 33 through 47, 58 through 72 and Parcel B, Block C, Clarksburg Town Center" prepared by Charles P. Johnson & Associates, P.A. and identified as M-NCP&PC File No. 2-01219
2. The DEVELOPER hereby agrees to install and complete the following public improvements, including those herein noted in the special provisions and agrees to assure final completion of said improvements by obtaining such permits, posting of bonds or providing of such sureties as may be required by the applicable laws, regulations and requirements of the public agencies concerned, prior to issuance of any building permit for any lot on the above referenced record plat, as prescribed in the Montgomery County Code, (as amended in 1997).
 - A. Street grading, paving, sidewalks, storm drainage, and appurtenances, street trees along:
 1. SUGAR VIEW DRIVE (50 feet wide, Primary Residential) the entire length as shown on said plat and as per the approved paving and drainage plans.
 - B. Enclosed storm drainage and/or engineered channel (in accordance with Montgomery County Department of Public Works & Transportation Storm Drain Design Criteria) within all storm drain easements.
 - C. Permanent monuments and property line markers, as required by Section 50-24(e) of the Subdivision Regulations.

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- D. Erosion and sediment control measures as required by Section 50-35(j) and on-site storm water management where applicable shall be provided by the Developer (at no cost to the COUNTY) at such locations deemed necessary by the Montgomery County Department of Permitting Services and will comply with their specifications. Erosion and sediment control measures are to be built prior to construction of streets, houses and/or site grading and are to remain in operation (including maintenance) as long as deemed necessary by the Montgomery County Department of Permitting Services.
 - E. DEVELOPER shall insure final and proper completion and installation of all utility lines underground.
 - F. DEVELOPER shall provide street lights in accordance with specifications, requirements and standards prescribed by the Montgomery County Department Public Works and Transportation.
- 3. The DEVELOPER further understands and agrees that this agreement applies only to the subdivision hereinabove named and described, and that this agreement may be amended from time to time upon approval by the COUNTY, and may be amended or canceled in whole or in part by the COUNTY where abandonment, change in zoning, or replanning requires resubdivision platting. In case of resubdivision platting, a new agreement will be required as in the case of an original subdivision.
 - 4. The DEVELOPER certifies that he has not previously been adjudicated as bankrupt nor has he forfeited any street construction bond or violated any prior agreements with Montgomery County for road improvement purposes.
 - 5. Upon acceptance of this agreement by the COUNTY, said agreement shall be legally binding upon the parties hereto, their successors, heirs and assigns and in the event of violation of any conditions hereof, the COUNTY, the Montgomery County Planning Board, or other public agency concerned may pursue the remedies set forth in Section 50-37(g) (2).


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6. Special Provisions:

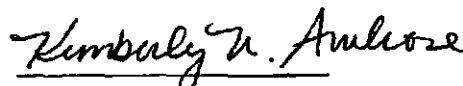
1. Applicant is to enter into an agreement with M-NCPPC regarding phasing the construction of A-305 and A-260. A-305 is to be constructed full width by the applicant between Clarksburg Road and A-260.
2. On Clarksburg Road between MD 355 and A-305, widen the existing pavement to twenty-five (25) feet from centerline and construct curb, gutter and sidewalk.

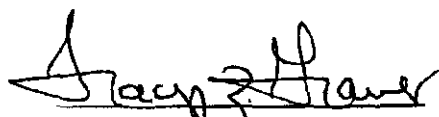
For: Terrabrook Clarksburg, L.L.C., a Delaware limited liability company

By: Westerra Management, L.L.C., a Delaware limited liability company

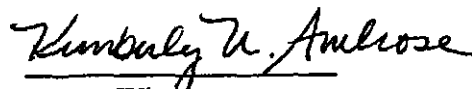

Tracy Z. Graves.
Assistant Vice President

8-15-01
Date

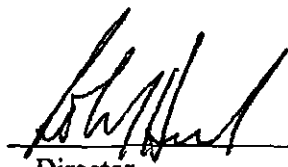

Witness


Tracy Z. Graves
as an individual

8-15-01
Date


Witness

Accepted: 9/14/01
Date



Director
Department of Permitting Services
Montgomery County, Maryland